A

LETTER

FROM

GEORGE DODWELL, Efq.

TO THE

PROPRIETORS

OF

EAST INDIA STOCK,

Relative to his Claims on the Eaft India Company.

WITH

AN APPENDIX,

Containing fome Original Papers.

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TO THE

PROPRIETORS

OF

EAST INDIA STOCK.

GENTLEMEN,

HAVING a conſiderable demand on the Company, and being diſappointed in all my endeavours to obtain an amicable ſettlement from the Court of Directors, I am reduced to the diſagreeable neceſſity of troubling the proprietors at large; and as the propoſition I mean to ſubmit to your conſideration is not for an *allowance* of my claims, but for a *reference* of them to an *impartial* examination, *without any expence to the Company*, I truſt, that my requeſt will not be deemed unreaſonable.

My demand is for the balance of an account current between the Company and me, and for damages. But the relative facts are of ſuch a kind, that it is not poſſible to ſtate them with juſtice to myſelf, without criminating ſome perſons of high rank in the Company's ſervice abroad; whoſe connections and influence will ſufficiently account for the difficulties, which have oppoſed me in ſeeking for redreſs at home. However, I hope to be able to exhibit a ſhort account of my caſe, with temper and moderation; and, notwithſtanding the length of my ſufferings from the injuries I have ſuſtained, to avoid all unneceſſary reflections.

In July 1765, the Governor and Council at Madraſs agreed with Mr. Kerr, to take up on freight a ſhip of 365 tons, called the *Patty*, for a voyage to the iſland of Sooloo and back again. The objects of the voyage were to ſettle the Eaſt India Company's accounts with the people of Sooloo; and to bring back to Madraſs ſuch of the Company's effects as could be collected, together with ſome Seapoys, who had been left at Sooloo on their return from the ſiege of Manilla, at the concluſion of the late war, and were under the command of Captain Des Plans, a native of Switzerland, who had previouſly been an officer in a corps of French deſerters at Manilla. I was applied to by the Governor and Council to undertake the voyage, as commander of the ſhip, and as agent to the Company; and being anxious to eſtabliſh a connection with the Company, I accepted of the offer, and gave up a very advantageous voyage to Pegu, in a ſhip, of which I was commander, ſupercargo, and part owner. There was no *written* agreement as to the terms on which I was to perform this voyage, except a covenant in the charter party, that the Company ſhould pay me and my officers at the rate of 1000 Arcot rupees a month, for the purchaſe of that part of the tonnage, which is called the privilege, and otherwiſe might have been claimed by us for private trade. But I was informed by letter from the ſecretary to the Governor and Council, that I was to victual the troops from the time of their embarkation; and I underſtood, that I was to have the uſual batta or ſea allowance for defraying the expence of victualling. I alſo underſtood, that I was to have a ſatisfaction for my trouble as agent to the Company, ſuch as had been paid to others, charged with like commiſſions.

The agreement for the voyage being thus ſettled, I ſet ſail for Madraſs the 1ſt of Auguſt 1765, which was leſs than three weeks after engaging in the ſervice, and ſcarce more than a day after receiving my letters of inſtructions; and notwithſtanding the lateneſs of the ſeaſon, which the Governor and Council themſelves took notice of, I arrived at Sooloo the 25th of October.

At Sooloo I gave my utmoſt attention to the ſeveral affairs which my inſtructions pointed out. I ſettled, in

writing,

writing, the Company's accounts with the various perſons, who were indebted to the Company, received in goods ſuch parts of the balances as could be recovered, and took proper acknowledgments, in writing, for the remainder. Further, in conformity to my inſtructions, I exerted myſelf in eſtabliſhing a good correſpondence, both with the Sultan of Sooloo and his people, and with the Bugguſſes and other foreigners trading there.

When I had tranſacted the whole of the Company's buſineſs with the people of Sooloo, as far as it was practicable, I proceeded to embark the Seapoys; and on the 24th of December 1765 ſo many were embarked, that I expected to have been ready for ſailing back to Madraſs the next day. But captain Des Plans, finding that two of the Seapoys, who ſtrayed out of their limits, had been killed in the woods at Sooloo, inſiſted on relanding a party of them to revenge the injury, notwithſtanding the particular directions I had received at Madraſs to cultivate a good underſtanding with the Sooloo people, and my ſtrong remonſtrances. To gratify this imprudent thirſt for revenge, captain Des Plans went in perſon with a party of 150 men in purſuit of the ſuſpected murderers; and as they were fled, he burnt their habitations and deſtroyed their ſtores of proviſion. This accident gave occaſion to a delay of ſeveral days. However, on the 12th of January 1766, my ſhip ſet ſail from Sooloo to return directly to Madraſs. But inſtead of being able to effect this, I loſt two of my anchors; the ſhip's ſails and rigging were greatly damaged by hard weather; and the ſhip itſelf, by working to the windward to paſs the ſtraits of Balaback, was ſo overſtrained, and became ſo leaky, as to require two pumps conſtantly at work. In this ſituation I held a conſultation of my officers, at which it was unanimouſly reſolved to return to Sooloo to ſtop the leaks; which reſolution was ſigned by captain Des Plans. Accordingly the ſhip was brought back to Sooloo, where ſhe arrived the 19th of February 1776. On examining her, three dangerous leaks were diſcovered; and as for want of carpenters and other conveniencies theſe could only be botched up at Sooloo, it was unanimouſly reſolved in a ſecond conſulta-

ſultation, to proceed through the ſtraits of Macaſſar to Batavia, in order to have the ſhip thoroughly repaired there before attempting to croſs the Indian ſea. After this reſolution, which was alſo ſigned by captain Des Plans, the ſhip was ſlightly repaired, and on the 12th of March 1766, I again left Sooloo, and croſſing the line ſtopped at Paſſier in the iſland of Borneo the 22d of March, to take in wood and water. Whilſt at Paſſier I had an invitation from the King of that place, and during a viſit to him obtained under ſeal the grant of a free trade for the Eaſt India Company to his kingdom, excluſive of all other Europeans, with liberty to erect a fort. This grant, in reſpect as well of the extent and riches of Paſſier itſelf, as of its nearneſs to Celebes the key of the ſpice iſlands, I thought would be agreeable to my employers, and might be the groundwork for a great enlargement of their trade. I alſo received an invitation from the King of Mandar, a powerful Prince in the iſland of Celebes, who ſent his ſon to me with a preſent of gold-duſt for the Governor of Madraſs, and a letter containing an offer of a grant to the Eaſt India Company ſimilar to that from the King of Paſſier.

On the 10th of April 1766, I left Paſſier, and ſailed to Banjarmaſſeen; and after waiting there ten days to ſee the S. E. monſoon regularly ſet in, I proceeded for Batavia, but could not reach it till the 26th of May. Immediately on my arrival I ſent to the Governor-general and Council at Batavia a written requeſt for leave to repair the ſhip; and they ordered a ſurvey of her by the proper officers, who reported her to be in ſo very bad a condition, that the repair would require too much time to allow her to be refitted by the Dutch artificers. However liberty was given to me to repair the ſhip by other workmen; and I accordingly uſed all the means in my power, to expedite the making her fit for going to Madraſs. But the great variety of the repairs, the difficulty of procuring proper artificers, my being confined to my bed for forty days by the Batavian fever, the loſs of all uſe of my firſt mate by the ſame diſorder, and the death of my ſecond mate, prevented the effecting this before the 25th of Auguſt, when I left Batavia in my way to Madraſs.

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The 29th of Auguſt I ſtopped at Prince's iſland to complete my ſtore of water, as is cuſtomary for ſhips ſailing weſtward. When this was doing, I had not the leaſt ſuſpicion of any diſcontent on the part of captain Des Plans. The latter indeed, whilſt at Sooloo, had expreſſed ſome diſſatisfaction on account of not having a larger veſſel for the troops, and complained to me, for ordering their baggage to be ſearched, as they were embarking, and their gun-powder to be taken away and depoſited in the ſhip's magazine. But on its being explained to him, that there was more than ſufficient room in the ſhip, and that the taking away the gun-powder was a neceſſary precaution to prevent fire, he acquieſced; and afterwards a perfect harmony ſeemed to prevail. I had the greater confidence in this appearance; as I had ſeveral times accommodated Des Plans both with money and goods, on having his bond and receipt; and during our ſtay at Batavia had received from him ſeveral friendly letters, the laſt of which, ſtill in my poſſeſſion, was only a fortnight before beginning to embark the troops, and contained an application for the loan of 3 or 400 rupees, which were immediately advanced without any written acknowledgement. Taking advantage of this unfortunate ſecurity on my part, of my not being recovered from the Batavian fever, and of the opportunity from his being on ſhore, he formed a plan for ſeizing the ſhip and diſpoſſeſſing me of the command. His chief confederate was one John Marr, a ſailor from the Dutch ſervice, who had been retained by me at Batavia, and acted as a ſubſtitute for the deceaſed ſecond mate. In proſecution of their mutinous ſcheme, they exaſperated the Seapoys by telling them, that Des Plans had intercepted a letter from me, offering to ſell them to the Malays; and by this wicked ſtory, and, as it is preſumed, by other falſhoods of a like kind, the Seapoys were ſeduced to join in the conſpiracy. Accordingly upon receiving orders from Des Plans, Mahommed Uſab, one of the Subadars, aſſembled a party of the Seapoys under arms the 2d of September in the morning; and by his command theſe ſeized me on the quarter-deck, and forced me into cloſe confinement in my

cabbin.

cabbin, firſt robbing it, and afterwards taking full poſſeſſion of the ſhip. In the afternoon of the ſame day, Des Plans came on board, and ordered Mr. Godfrey my firſt mate to take the command of the ſhip; but on his refuſing, Des Plans went on ſhore again. About twelve the next night, Des Plans, accompanied by Marr and a party of Seapoys, returned to the ſhip. On their firſt coming on board, the behaviour and diſcourſe of Des Plans and Marr proved an intention of putting me to death, and orders to fire upon me in my bed were actually given by Des Plans to the Seapoys. But Mahommed Uſab objected to killing me, without firſt bringing me on the quarter-deck and hearing what I could ſay for myſelf. This ſo diſconcerted Des Plans, that he found it neceſſary to give up the deſign of murdering me; and upon conſulting with Marr for a ſhort time, the latter, having firſt upbraided Des Plans for cowardice in not going through the buſineſs, went on ſhore in the long-boat with his things, and fled to the woods, from which he refuſed to return without a pardon for his crime under my hand. Des Plans followed Marr on ſhore with a party of Seapoys; but finding, that he could not be prevailed upon to return, Des Plans went on board the ſhip again, and once more urged Mr. Godfrey to take the command of her. But he in the moſt peremptory terms refuſed, telling Des Plans, that by the laws of the ſea, to obey his orders would be death, and repeating the ſame thing to the ſhip's company. Thus reduced to the extremity of not being able to proceed without my aid, Des Plans ſent Mr. Godfrey with a letter to me, and alſo with a meſſage deſiring me to navigate the ſhip to Bencoolen. I anſwered, that if I was releaſed from confinement, I would take charge of the ſhip as pilot. This was agreed to, but before Des Plans would permit the ſhip to weigh anchor, I was required to ſign a paper promiſing to carry the ſhip to Bencoolen; and, as I knew, that all oppoſition would be fruitleſs, I complied.

In this ſtate of things, the ſhip left Prince's iſland the 6th of September, ſhaping her courſe towards Bencoolen. During the paſſage Des Plans, though often

applied

to, refuſed to permit the cheſts and lumber on the deck to be put into the hold, or any part of the ſhip to be cleanſed; his object being to have her appear at Bencoolen with every poſſible diſadvantage, in order, that he might thereby create a prejudice againſt me, and colour his own criminality, by the pretence of having ſeized the ſhip to reſcue the troops from ill treatment. On the 15th, perceiving a ſhip and a ſnow with Dutch colours at a ſmall diſtance, I deſired Mr. Godfrey to give a ſignal of diſtreſs, and fire a gun; but Des Plans being informed of it by one of his people, and knowing, that the laws of the ſea would authorize even foreigners to give me aid, and to impriſon thoſe who had forcibly ſeized my ſhip, commanded the ſignal to be taken down, and the gun to be unloaded.

After this incident of meeting the Dutch veſſels, nothing material happened till the ſhip's arrival at Bencoolen, which was on the 24th of September, 22 days from Des Plans's piratical ſeizure of the ſhip; a time fully ſufficient, at that ſeaſon of the year, for carrying her to Madraſs. When the ſhip reached Bencoolen, my Batavian fever having been greatly aggravated by my ſufferings from the criminal acts of Des Plans, I was ſo enfeebled, as to be ſcarce capable of moving without ſupport. However, immediately on being landed, I made ſhift to wait on Mr. Carter, the Governor at Bencoolen, and, in the beſt manner the fever I languiſhed under would allow, repreſented the crime Des Plans had committed, and declared my intention of bringing Des Plans and his confederates to trial at a court of admiralty. But Des Plans had been previouſly with the Governor, to whom he endeavoured to exculpate himſelf, by falſely imputing to me ill treatment of the Seapoys, and inſinuating that I had an intention of carrying them to Bengal; and the cold reception, my complaints met with, convinced me, that Des Plans's baſe repreſentations had ſucceeded too well, to leave me much hopes of redreſs from Mr. Carter; for he affected to treat the charges againſt Des Plans as a *private difference*, which ought to be ſettled at Madraſs, adding, what, ſince my return from the Eaſt Indies, I have found to be a groſs falſehood, that there was *no admi-*

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ralty jurisdiction at Bencoolen. On leaving the Governor I went into lodgings, where I was confined to my bed by the violence of my fever for more than ten days, with little expectation of recovery; during which time the Governor and Council, taking a *cruel* advantage of my situation, discharged my ship from the Company's service, and signed a protest against me and Mr. Kerr the owner, full of the most injurious allegations. This injustice was the grosser, as the protest was made without any examination of witnesses, or giving me the least opportunity of justifying myself. However, the violence of my fever being in some degree abated, I was not discouraged from taking measures to secure justice to myself, and punish Des Plans. With this view, I wrote a letter to the Governor and Council, requesting to have a copy of Des Plans's written charge against me; proposing, that they should take the affidavits and depositions of the several persons on board the ship, lest death, or other accident, should deprive me of their testimony; offering to enter into bonds to prosecute Des Plans and the partners of his crime; and suggesting, that, notwithstanding the want of an admiralty jurisdiction, they might, perhaps, be authorized to compel him to give security for his appearance. But this letter was wholly disregarded by the Governor and Council. They refused a copy of Des Plans's charge; *because they proposed sending it to Madrass, and did not intend to enter into the merits of the dispute between Des Plans and me.* They declined taking the examination of witnesses, because they could *not be of any use.* They refused to take any precaution to oblige Des Plans to appear, *because they had no doubt of his going to Madrass.* They artfully confirmed me in the *error*, into which I had been previously led, about the *admiralty jurisdiction*; for *they avoided explaining to me, that they had a grant of it*, and referred me to the Governor and Council of Madrass.—It is scarce possible to conceive grosser misbehaviour than what appears on the face of the letter, which contains this answer from the Governor and Council at Bencoolen.—My charge against Des Plans was for a *capital* crime, stated with the *affecting* circumstances of *ingratitude*, *treachery*, and a *design to murder.*

Coldly

Coldly to denominate this a *diſpute*, was an *unfeeling abuſe* of words. To *refuſe to examine* into the grounds of this charge, when they were poſſeſſed of juriſdiction to try the *crime*, was a ſhameleſs *breach of their duty*; and to *deceive me into a belief of their not having a juriſdiction*, was a *meanneſs* of the loweſt ſpecies.—Des Plans's charges againſt me, though not for crimes, were of a ſerious kind, both in reſpect to my fortune and character. To ground a proteſt againſt me upon theſe charges, without hearing me or my witneſſes, was of itſelf a great injuſtice. But, after thus *deciding* on the affair *without a hearing*, to ſay they did not intend entering into the merits, to refuſe me a copy of the accuſation, to tell me that I ſhould ſee it at Madraſs, and in the mean time to refuſe taking any examinations, was complicating *inconſiſtency* with *injuſtice*, and made the higheſt and moſt inſulting aggravation of the original injury.—On receiving this injurious letter from the Governor and Council at Bencoolen, I reſolved to embrace the earlieſt opportunity of going to Madraſs, in order to obtain that juſtice there, which at the former place I had been ſo ſtrangely diſappointed of. But as the *Patty* for want of proper aſſiſtance was ſtranded at Pullo-bay near Bencoolen, I was under the neceſſity of purchaſing another veſſel for the voyage. The only one, I could meet with, was a ſnow belonging to Governor Carter; and, though his agent Mr. Coles had bought her a few months before for 800l. when ſhe was in a much better condition, yet the Governor was ſo exorbitant as to inſiſt upon 2500l. from me. My ſituation was ſuch, that I was obliged to buy the ſnow at this unreaſonable price; the Governor taking a reſpondentia bond for one half of the money, and a draught on the preſidency at Madraſs for the other half.

As ſoon after purchaſing Mr. Carter's ſnow as the ſeaſon would permit, I ſet ſail for Madraſs, where I arrived the 16th of July 1767. I immediately waited on Mr. Bourchier, then governor of Madraſs, and delivered to him a packet from the Governor and Council of Bencoolen, which I underſtood to contain an account of the proceedings in my caſe, together with a

private letter from Governor Carter. Mr. Bourchier received me in the rudeſt manner; and, after reading Mr. Carter's letter, broke out into a violent paſſion, and reflected upon me with very indecent language, ſuch as at any time would have been deſerving of ſevere reprehenſion, but was then particularly unmanly; becauſe he knew, that there was no ſort of inſult, but what in his ſituation as governor might be offered with impunity. This beginning, ſo inauſpicious to me, was ſoon followed with other events, which proved, that I was as far from juſtice at Madraſs, as when at Bencoolen.

One of the firſt things done by me, after coming to Madraſs, was preparing my account with the Company, the ballance of which amounted to upwards of 5000l. in my favour, though I only carried the account to the time of the ſhip's diſcharge at Bencoolen; and alſo though I *ſuſpended* making any charge for my trouble as agent to the Company at Sooloo; which I was induced to do; becauſe no terms had been ſtipulated on that head, and I was then ignorant what was the uſual allowance, and I wiſhed to remove every obſtacle to immediate payment. In this account credit was given to the Company for the half of the 2500l. for which I had given a bill to Mr. Carter. But notwithſtanding the large ballance claimed by me, the Governor and Council by a letter of the 10th of June 1767, informed me, that they declined accepting the bill given to Mr. Carter, till *all* my accounts were adjuſted. This delay of the acceptance furniſhed Mr. Bourchier, as attorney for Mr. Carter, with a pretence for proteſting the bill, which was accordingly done, with a threat from Mr. Bourchier to ſue me, unleſs the reſpondentia bond was immediately paid. Such a ſtep was of courſe a great ſhock to my credit. But it was ſtill further hurt by Mr. Bourchier's unjuſtly, and, as it is conceived, without authority, *refuſing to permit my ſnow*, which could not ſtay at Madraſs without great danger from the ſeaſon of the year, and a heavy expence and loſs, to ſet ſail for Bengal, till both the reſpondentia bond and the bill were paid; a ſtep the more oppreſſive, as I declared my intention of remaining myſelf at Madraſs. However

ever I was able to give sufficient security for paying off the respondentia bond. As to the bill, the protest having sufficiently wounded me, and the intention being to effect this without prejudice to Mr. Carter, the Governor and Council at last found out, that there would *be a ballance due to me* beyond the bill, and therefore paid it without waiting for the adjustment of the account. The resolution of the Governor and Council for this purpose is dated the 13th of August, 1767, and was thus expressed: "*As there will, upon settling Captain* "*Dodwell's accounts, remain a ballance due to him, exceeding* "*his bill*, for Spanish Dollars 5000. drawn *in favour of* "*Roger Carter Esquire*, it is agreed, that the said bill be "discharged." But this payment was made without notice to me; nor was I informed of it till afterwards, when, there being no purpose to answer for Mr. Carter, the Governor and Council once more altered their language, and charged me with a ballance of 520l. Is it possible to state a more apparently partial proceeding, than this shifting and capricious conduct of the Governor and Council? Was it not natural, that, on comparing Mr. Bourchier's personal abuse at the first interview, with his subsequent illegal conduct in preventing my snow from leaving Madrass, I should impute this oppressive partiality of the Council to his influence?

The next thing I gave my attention to was obtaining written depositions from Mr. Godfrey the chief mate, Edward Johnson the gunner, and such of the sailors on board the Patty, when Des Plans's mutiny broke out, as I had been able to keep together; and, as I found no steps taken by the Governor and Council for examining them, I applied to Mr. Sadlier the Mayor of Madrass, who examined the witnesses personally, after which they signed affidavits, and he subscribed to their having been taken in due form. These affidavits, containing the fullest proof as well of the crime committed by Des Plans and his accomplices, with all the circumstances already stated, as of my good usage of the Seapoys, were soon after transmitted to the Governor and Council. I had some hopes, that the sight of these proofs might remove the ill impressions of the Council, and expedite the settling of my accounts.

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But their ſilence ſoon convinced me, that they were equally averſe to all attempts to criminate Des Plans or to exculpate myſelf; and, though I addreſſed them with ſeveral very preſſing letters, they ſuffered me to remain without an anſwer till the 28th of September, when they ſent me a letter, containing objections to the account I had delivered in; and giving notice, that they ſhould ſuſpend a final ſettlement of the account till the arrival of Des Plans. As this letter explains the reaſons, on which the Board afterwards made out an account charging me with a ballance to the Company, an anſwer to it will fall within the obſervations I ſhall make, when I come to that account.

Three or four days after my receipt of this letter from the Governor and Council, Des Plans arrived at Madraſs in the Royal Admiral; and in the ſame ſhip Marr, who had abſconded from me at Prince's iſland, was brought in irons for mutinous behaviour to the chief of a ſettlement ſubordinate to Bencoolen. When I heard of their landing, I immediately went to Mr. Pybus one of the Council, who was ſitting magiſtrate for the week; and I told him, that I came to charge Des Plans and Marr, and their accomplices, with the crime they had committed on board my ſhip whilſt at Prince's iſland; and *I required Mr. Pybus to take my information on oath*, and grant me a warrant for apprehending the criminals. At the ſame time I ſhewed him my information in writing, together with the affidavits, which Mr. Godfrey and eight others of the ſailors on board the Patty had ſworn to before Mr. Sadleir, obſerving to Mr. Pybus, that *theſe witneſſes were ready to attend him and to add their teſtimony to mine.* After ſome heſitation he peremptorily refuſed to take my information or in any other reſpect to interpoſe his authority. This ſhameful breach of duty by Mr. Pybus as a magiſtrate convinced me, that the courſe of juſtice was entirely obſtructed in my caſe, and that it would be fruitleſs to perſevere in the proſecution of Des Plans. However in order to record in the beſt manner I could Mr. Pybus's indecent miſconduct, I ſigned a proteſt againſt him for denying the exerciſe of his authority, and ſent it to him regularly atteſted by a notary publick.

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It being now manifeſt, that I was not to expect even the ſemblance of juſtice from the Governor and Council at Madraſs, I had little hopes of their paying me the *whole* of the balance due on my account current. Yet a conviction of the fairneſs of my demands led me to ſuppoſe, that I ſhould receive a *conſiderable* part, which, in the diſtreſſed circumſtances ſuch a ſeries of oppreſſions had involved me, was an object of importance. But the Governor and Council at laſt condeſcended to releaſe me from the miſtake I was under; for, about three weeks after Mr. Pybus's extraordinary refuſal to take any information againſt Des Plans, they ſent me an account, by which I was made a debtor to the Company in 1280 Pagodas or 512 l. The manner of converting me, by a few ſtrokes of the pen, from a *creditor* into a *debtor*, was briefly this.

In my account I had charged the *uſual* batta or ſea allowance, for victualling the troops from Sooloo to Bencoolen. But the Governor and Council, in their account, only credited me for *one half*, under pretence, that I had not treated the troops properly, either in reſpect to *proviſions* or *accommodation*, and that I had been guilty of *unneceſſary delays* in the voyage. This deduction, *making a difference of more than* 1900 l. was founded on the moſt unjuſt accuſations. As to the proviſions and accommodations, Mr. Godfrey, and the ſailors on board the Patty, who were examined on oath, depoſed, that the Seapoys were treated in the ſame manner as my own crew; that the proviſions were good and ſufficient; and that they never heard the Seapoys complain either of their proviſions or accommodations, till after the ſeizure of the ſhip at Prince's Iſland; and I am ſtill in poſſeſſion of vouchers, which prove my having purchaſed at Batavia a quantity of proviſions, treble more than might be expected to be neceſſary for the voyage to Madraſs, and at ſuch a price, as will evince the goodneſs of the quality to thoſe converſant with the ſubject. In reſpect to the delays in the voyage, independently of their being merely inferred from length of time, the Governor and Council had before them the fulleſt proof, that they were all unavoidable. Two of the inſtances of imputed delays were returning to

Sooloo

Sooloo a ſecond time, and afterwards going to Batavia. But the neceſſity of both theſe meaſures was proved, not only by the log-book, and the affidavit of Mr. Godfrey, my firſt mate, but was even atteſted by Des Plans himſelf, who had ſubſcribed his name to the previous conſultations I held. The other principal inſtance alledged was the length of my ſtay at Batavia. But this was accounted for, by the bad ſtate of my ſhip when I arrived at that place, the difficulty of repairing there, and my illneſs, and that of my officers; and Mr. Godfrey had ſworn to our time's having been employed in refitting the ſhip; and if the board at Madraſs had not decided without hearing me, I could have adduced other proofs, particularly vouchers ſhewing the expenditure of nearly 1000 l. upon the ſhip whilſt at Batavia.

Another charge in my account was the ſum of 1991 l. for the privilege of me and my officers, being after the rate of 1000 Arcot rupees a month, from my leaving Madraſs, to the ſhip's diſcharge at Bencoolen, according to the terms of the charter-party with the Company. But the Governor and Council at Madraſs, in their account, did not think fit to allow any thing for privilege. The reaſon they aſſigned, was, that I had forfeited all pretenſions to *privilege* by *private trade* on board the ſhip. To this I anſwer.—1. That the private trade I carried on *bore no proportion* to the *extent of the privilege*; for the privilege amounted to *ſixty one tons* in the hold; but I carried to Sooloo on my own account *ſcarce three tons* of goods, as appears by the invoice, and if the hold had not been under ballaſt, theſe might have been ſtowed, either in the great cabin, the gun-room, or the ſtore-rooms, all of which I was entitled to the uſe of, *independently of the privilege.*—2. That the goods, I carried out, were put on board publicly, *with the knowledge of the Governor and Council at Madraſs*; and *more than half* were purchaſed with 2000 Pagodas, *which themſelves had advanced me* towards victualling, and the other contingent expences of the voyage; and *all were eſſential to the voyage*, as Pagodas were not current at Sooloo, and Dollars were not to be had at Madraſs, which the Governor and Council

themſelves

themſelves mentioned in their letter of inſtructions.—3. That the goods, I brought back on my own account, did not exceed *nine tons*, and were the *barter for ſuch of the goods I had taken out, as I could not diſpoſe of for money*; the remainder of the goods I had on board, when the ſhip arrived at Bencoolen, being either the *property of the Company*, or ſuch as I *had taken upon freight for their benefit*, *inſtead of ballaſt*.—If this explanation had been attended to, and the Governor and Council at Madraſs had not been under the influence of the moſt invincible partiality, I apprehend, that they would not have conſtrued my taking goods on board, under the circumſtances I have ſtated, a forfeiture of the ſum agreed to be allowed for privilege.

Another article in my account was a charge of 300 dollars or 75l. for an interpreter to enable me to tranſact the Company's buſineſs. But the Governor and Council in their account did not allow me *one ſhilling* for this article. The reaſon they aſſigned was, that *Captain Des Plans declared he acted as an interpreter whenever I deſired him.* But Des Plans's aſſertion againſt me, who accuſed him of a capital crime, ought not to have been credited without the ſupport of more unexceptionable teſtimony; and if the aſſertion had been true, it was *too vague* to warrant the inference of the Governor and Council. The fact was, that Des Plans did not know the Malayan language well enough to act as an interpreter; that I had hired one at Malacca in my way to Sooloo; and that I kept him to the time I left Batavia, which was about twelve months. Without ſuch a perſon I could not have tranſacted my buſineſs; and he was particularly neceſſary at Sooloo, where I had ſo many accounts to ſettle between the Company and the natives. To this interpreter I paid much more than 75l. for that ſum was only the proportion I thought it reaſonable to charge to the Company with; the *remainder* being charged to the ſhip's owner, who, notwithſtanding the example of the Governor and Council, allowed the charge in the accounts I ſettled with him.

A further charge in my account was the ſum of 275 dollars, or 62l. 10s. for preſents I had ſent to the king of Paſſier and his nobility. But the Governor and

Council at Madrafs difallowed the whole of this article; becaufe *I had no authority to tranfact with him on the Company's account*. Yet Governor Bourchier *accepted of the gold-duft*, which I brought from the King of Paffier, and which, as I had reafon to believe, was much more than equal to the prefents I charged the Company with. Some will think, that the man, who obtained for the Company the grant of a free and exclufive trade to a country of no fmall confequence in the Eaft, without any ftipulations on the Company's part, ought at leaft to be paid the trifling fum of 62l. 10s. as a part of his expences on the occafion; whether the charge is ftrictly legal or not. But be this as it may, how can Governor Bourchier reconcile his retaining the gold duft I brought from the King of Paffier, with refufing to allow for the prefents I gave in return?

I had charged in my account 275 dollars or 68l. 15s. for wood and matts, bags, boat, and cooly-hire, for fome fago and cowries, which I had received in part of payment of the Company's debts at Sooloo. But the Board in their account omitted this fum intirely; though it was a very reafonable charge, and I then had and ftill have the vouchers to fupport it.

Another article in the credit of my account was a fum of 11118 rupees, or 1389l. 15s. for money and goods advanced to Des Plans on the joint credit of the Company and himfelf; for which he had given me his bond and receipt. But the Governor and Council, in their account allowed me credit for only 1010l. under pretence, that the goods, which Des Plans had from me, were fold at an exorbitant price; though they did not explain, what the overcharged articles were. The fact was, that I had fold them to Des Plans at lefs than the *whole-fale* price, which was current at Sooloo, and he had preferred them to money; and by fo doing made a great profit, as he difcharged with them fome debts to the Bugguffes, which, if they had been paid in money, would have been a great difadvantage to Des Plans. In order to render this injuftice in depriving me of 370l. out of 1380l. more plaufible, the Governor and Council, in their account, falfely ftated only 1100 rupees to have been advanced by me, in money; when the truth

was,

was, that Des Plans by a receipt acknowledged to have received 2000 rupees in *money*, and not more than 2000 of the 9118 rupees remainder of the debt, for which he gave his bond, were advanced in goods; nor was there any evidence to the contrary, except the verbal aſſertion of Des Plans.

Having thus deprived me of above 4400l. in the *credit* of my account, the Governor and Council completed the injury, by adding to the *debit* two ſums, neither of which I was chargeable with.—Of theſe the principal, and only one worthy of notice here, was a ſum of 1025l. for an alledged deficiency in the produce of ſome goods, which I took in barter on the Company's account. The facts relative to this article were theſe. Before I ſailed from Madraſs for Sooloo, the Governor and Council ſent ſome blue and white long cloths on board my ſhip, with written inſtructions to diſpoſe of them to the beſt advantage in concert with Captain Des Plans. When I was at Sooloo, I found, that theſe cloths were ſo ill choſen for the market, as to render an advantageous ſale of them for *money* impracticable. This being the caſe, I was glad of the opportunity of bartering them for ſome wax pearls camphire and ebony, which I had reaſon to believe would finally bring a very large profit to the Company; their cloths being rated in the barter at 100 per cent more than the invoice price; and the wax camphire and ebony, taken in return, being valued according to the rate ſettled between Mr. Dalrymple and the people of Sooloo when he was there as agent for the Company; and the pearls being rated in a way equally for the Company's benefit. As this barter was likely to be ſo profitable to the Company, and was made with the knowledge and conſent of Des Plans, I had not an idea, that I ſhould be deemed to have acted againſt the ſenſe of my inſtructions. On the ſhip's arrival at Bencoolen, the Governor and Council there inſiſted on taking theſe bartered goods into their poſſeſſion, and gave me a receipt for them; from which time I conſidered this tranſaction as wholly cloſed between the Company and me; eſpecially as they ſold the wax before I left Bencoolen. But more than a year after, the Governor and Council at Madraſs

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required me to take the camphire pearls and ebony back again; and, though I refused to take them, as well on account of the camphire's being injured in quality by the length of time, and the season's being so far advanced, that the pearls could not be sent to the China market for a year to come, as because I did not choose to open a closed transaction, yet the Governor and Council at Madrass, in their account, not only charged me for the Company's bartered cloths, but rated them, 100 per cent beyond the invoice price, in the same manner as I had done in bartering them. But I submit to those conversant with mercantile subjects, whether this manner of proceeding was not wholly unjustifiable. The spirit of my instructions seems fully to have warranted the barter I made; or if it had not been so, taking the bartered goods from me at Bencoolen, and selling part of them, so confirmed the transaction, as to take away all pretence for afterwards impeaching it; or should I be mistaken in both these points, still it was a most unreasonable thing to charge me with a profit of 100 per cent on the invoice price of cloths, which, though I bartered them after that rate, could not be sold at Sooloo for money at any rate, and, if they had been brought back to Madrass, would not have sold there for more than three fourths of the invoice price. There is the less excuse for this injustice, as I actually made an offer to take the remainder of the goods I received in barter, if the Governor and Council would accept of the *invoice price* of the Company's cloths, and *nine per cent interest from the date of the invoice*, which would have been a *profit of* 25 *per cent.* on the invoice price. This offer being rejected, the camphire pearls and ebony were left in the Company's warehouse at Madrass, where I suppose they still remain.

Such were the principal operations, by which the Governor and Council eluded the large ballance, which was due to me; and the result was, that, instead of having more than a principal sum of 5000 l. with East India interest to receive, I found myself charged with a debt of above 500 l. to the Company, a charge, which was equally contrary to the truth of the case, and the *Board's own resolution* two months before, and proved,

that

that I was to be *debtor* or *creditor*, as, for the prefent moment, beft fuited the plan of oppreffion. Left, too, this grofs injuftice fhould fail to deter me from any further proceedings, they gave the finifhing ftroke, by promoting Des Pians to a majority; one reafon, *expreffly* affigned in the Council books, being *his fpirited conduct in obliging me to proceed with the Patty to Fort Marlbrough.*

After experiencing fo much oppreffion from the Board at Madrafs, I thought it high time to remove myfelf out of the reach of their perfecution; and accordingly, I left that place about January 1768, and went to Pondicherry, whence I proceeded to Calcutta. Having fettled various accounts with fome merchants there, I went to Bombay, and at this laft place was engaged by Governor Hodges and others in two voyages, which turned out fo profitable, that I found my circumftances fuch, as enabled me to return to England, where I arrived in November 1771. I immediately began to prepare a narrative of my cafe for the Directors; but the relative papers and vouchers were fo numerous, that I was not able to lay it before them till a year after my return. My cafe was referred to a committee of trade; but they fuffered *nine* months to pafs without proceeding in the bufinefs. At length, in confequence of feveral preffing letters, I was fummoned to attend the committee; but nothing of confequence paffed; and not hearing from them for three months more, I, in January 1774, wrote a letter to the Directors, reminding them of the bufinefs. But before I fent this letter in, I fhowed it to the then chairman Mr. Wheeler, who, to my great aftonifhment, told me, that my cafe had been decided againft me above a month before. This information was foon confirmed to me by a letter from the Company's fecretary. Extremely mortified at having my claims thus decided upon by the Directors, without examining me to any of the points in queftion, or fo much as entering into the confideration of any one article of the account current, though whenever I heard of the committee's meeting, I attended with my papers and vouchers; I applied to the court of Directors for a revifion, and accordingly my cafe was once more referred to a committee. The firft time of attending them, I

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found, that the delay, imputed to me in the voyage between Sooloo and Batavia, was the object under their immediate enquiry, and that they were ready to adopt an erroneous opinion in consequence of some *grofs falsifications* in the copy of my journal, which had been transmitted by the Governor and Council at Bencoolen. These immediately occurred to me, and at the next meeting I laid before them the original journal, on comparing which with the copy, the latter appeared, and was acknowledged, to be so essentially different from the former, that I understood the Committee to *approve* of my conduct in respect to the navigation of the ship till my arrival at Batavia; and as the charge of wilful delay, before I reached that place, was one principal foundation of the protest for discharging my ship at Bencoolen, I at length entertained hopes of a full and candid examination. But these were soon dissipated; for, instead of proceeding to the other points of the case, the Committee stopped short in the inquiry, and reported it as their opinion, that I *had no just demands on the Company*. The substance of this report, as it was afterwards confirmed by the Court of Directors, and therefore, without explanation, might raise a presumption against the justness of my claims, is proper to be stated and observed upon.

The first opinion it contained was, that *my going into Quedah* in my way to Sooloo *was unnecessary*, and therefore *improper*. This charge was not only new, but *unknown* to me, till I read the report; and had I been examined to it, when I attended the Committee, nothing could have been more easy than to have answered it. Quedah, at the season I left Madrass, was right in my way, and was the best and safest passage to Sooloo, on account of the land and sea winds, which then prevailed on the Malay coast. I stopped only four days, to take in wood, water, and provisions; part of which time I was kept for want of wind; and if I had not taken this advantage of supplying myself at Quedah, I must afterwards have staid a longer time at Malacca, to have procured the like necessaries. Further, notwithstanding the lateness of the season, I made good my passage to Sooloo before the shifting of the Monsoon.

Monfoon. In other words, my going to Quedah made no fort of difference in the voyage; and fo the Committee would have found, if they had examined me to this point, or had underftood the nature of the navigation, and had fufficiently adverted to my journal, and the affidavit of Mr. Godfrey, my firft mate. But at the worft, as my paffage was not loft, the imputation is of too trifling a nature to have any influence on my demands.

In the next paragraph the report acquits me of every mifconduct in the navigation of the fhip from Quedah to Sooloo, and from thence to Batavia. This, I conceive, to be a very important conceffion, as it wholly exculpates me from the principal parts of thofe unneceffary delays, which were imputed to me by the boards at Bencoolen and Madrafs.

The next paffage in the report alledges, that *my ftay at Batavia was much longer than appeared to have been neceffary*. But if the particular circumftances, by which I explained my ftay at that place, had been taken into confideration, together with the vouchers in my cuftody, relative to the repairs of my fhip, which would have been produced, if the Committee had continued their enquiry, they could no more have blamed me for my ftay at Batavia, than for going there.

The remainder of the report confifts of a general conclufion againft my having any demand on the Company, expreffed to be chiefly founded on the decifion of the Board at Madrafs, and without fpecifying an opinion on fo much as *one article of the account current*, r containing a *fingle* word on the *piratical feizure of the fhip*, and the *various injuries and oppreffions* of the Company's fervants abroad.—Thus, after flattering me for nearly *two years* with hopes of a full difcuffion of my cafe, the Directors avoided going into the principal points of it, and ended with *prefuming* in favour of that very decifion of the Governor and Council at Madrafs*, from which I appealed.

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* It is the more extraordinary, that the Directorrs fhould give fuch implicit credit to the Board at Madrafs; as foon after my leaving that place, the Court of Directors ordered Governor

When the Directors had come to this second resolution against allowing my demands, I saw it would be in vain to attempt troubling them with any further application of an amicable kind. I therefore filed a bill in Chancery against the Company, knowing, that, from the necessity of an answer, the Directors, however disinclined, must once more resume the consideration of my case. But, immediately after, I sent in a letter to the Directors, explaining this to be the principal view with which I made this last effort to procure justice, and proposing an amicable adjustment of my affair. The substance of my proposal was, that the Company's Sollicitor should draw a state of my case for the Attorney General's opinion on my account current; and that his decision should be final to me, but not binding upon the Directors, unless they should think proper to make it so; the only terms, I desired to stipulate for myself, being a liberty to see the case when stated, and to transmit to the Company's Sollicitor such observations, as I should conceive to be necessary for my own justification. I added, that if the Attorney General should decline giving his opinion, I was ready to submit to the award of the Sollicitor General, or any other indifferent gentleman of the bar the Directors should name; that I would pay the whole costs of the reference; and lastly, that, if this reference to my account current was consented to, I would release the Company from all claims for damages, and in respect to these, would wholly rely on the Company's honour for any sum the gentleman, to whose opinion the case should be left, might recommend.

This proposal the Directors have thought proper to reject, founding themselves on the discussion they have *already given* to my pretensions, and also suggesting,

vernor Bourchier *home* for *misconduct*, and severely reprimanded the council under him. This appears by the following extract from the Company's general letter, which was sent to the Board at Madrass in 1775, when Lord Pigot was last appointed to the Government there.

" So *great* was *our resentment* against our *President* and *Council*, " that we not only *ordered Mr. Bourchier to quit the government*, " but *severely reprimanded the members of our Council*."

that

that they have acted with the *assistance of the Company's law-officers*. Naming the law-officers induced me to apply to know, whether any case was ever stated to the Company's counsel, or he had given any written opinion, and if so to have copies; but the Directors have thought fit to refuse every *part* of the information I desired.

Thus disappointed in the attempt to obtain an amicable reference from the Court of Directors, I now make my appeal to the justice of the Proprietors at large; trusting, that from their sensibility I shall experience a very different sort of treatment.

I do not request, that the Proprietors should give me credit for any of the facts I have stated, or that they should allow the debt I claim to be due from the Company; or, even that they should give themselves the trouble of deciding upon my claims.

What I apply for, is a reference of my demands to the decision of an impartial arbitrator between the Company and me. To render the proposal more unexceptionable, I submit to be finally bound by his decision, however unfavourable to me; and yet I agree, that, if favourable, it shall not be conclusive to the Company.

It cannot be objected, that complying with my request will bring upon the Company any improper expence; for I consent to pay all the fees and other incidental charges.

It cannot be objected, that I expect an unreasonable sum for damages; because though I know myself to have been most cruelly oppressed by the Company's servants abroad, yet I consent to wave my claim to damages, and to confine the reference to my *account current*.

If it is objected, that the Directors have already given a full discussion to my claims, I deny the fact; and I beg leave to assert, that, either in consequence of the influence arising from Mr. Bourchier's connections and fortune, or from the want of sufficient time to examine into my case, their inquiry was most imperfect; and I appeal to the terms of their own report. But should I admit the fact to be otherwise, it would not prove the

reference

reference I aſk for to be unneceſſary; becauſe the Directors, though not *perſonally* intereſted againſt me, are ſo *officially*, and therefore their opinion, without any diſreſpect to them, may be well ſuppoſed to have been influenced by a partiality for the Company and their ſervants; nor is it any incivility to impute a like partiality to the Company's law-officers, if *they really did* give any opinion to the Directors, which I have reaſon to believe was not the caſe.

Upon the whole, I ſubmit, that the propoſed reference is free from every ſort of objection; that, as on the one hand it will remove improper obſtacles to the ſatisfaction of my claims, if they are *juſt*, ſo on the other hand, it will produce an effectual condemnation of them, if they are *unjuſt*; and laſtly, that thus opening the door to an impartial examination, without forcing me to riſque a ſuit, which, however well-founded, might by its tedioufneſs and expence create *new embaraſſments*, inſtead of healing *old injuries*, will not more conduce to juſtice to me, than it will reflect honour on the Company.

GENTLEMEN,

I have the honour to be

Your moſt obedient

and moſt humble ſervant

London,
April 25, 1777.

GEORGE DODWELL

APPEN-

APPENDIX.

Affidavit of Mr. GODFREY, Captain Dodwell's Firft Mate.

WILLIAM GODFREY,* late chief mate of the fhip Patty, Captain George Dodwell commander, maketh oath, and faith: That he proceeded in the faid fhip from Madrafs to Sooloo, as fecond mate;—that, in croffing the bay, meeting with frefh gales, they fplit the fails, and occafioned many other accidents;—that, on the twenty-third of Auguft, in the year of our Lord one thoufand feven hundred and fixty-five, being off the port of Cudda, and having little elfe but light airs and calms, Captain Dodwell embraced the opportunity of ftopping there, to enlarge his ftock of provifions, and continued there about four days, and from thence proceeded to Malacca; where the faid fhip arrived the feventh day of September, in the faid year one thoufand feven hundred and fixty-five, and procured water, and fuch other neceffaries as could be procured, for the faid fhip's ufe; and, on the eleventh day of the faid month of September, failed for Sooloo, and arrived there on the twenty-fifth day of October following; and after ftaying there about feventy-five days, tranfacting the Company's affairs, and taking in neceffaries for the fhip, &c. Captain Dodwell received the troops on board, and put to fea, in order,

* The principal facts, fworn to in this affidavit, are confirmed by the affidavits of *eight* others of the crew of Captain Dodwell's fhip, being all of his failors who happened to be at Madrafs when the examinations were taken. If the Governor and Council at Bencoolen had not refufed to take the examinations, when Captain Dodwell propofed it, there were many witneffes more, who were ready to have fworn to the fame facts.

as this deponent verily believes, to return to Madrafs; but meeting with a hard gale of wind, the fhip's fails and rigging were very much damaged; and having loft two anchors, and fprung a leak, a confultation was held, on the eighteenth day of February, in the year of our Lord one thoufand feven hundred and fixty-fix, between the faid Captain Dodwell, Captain Des Plans, Dennis Holland firft mate, and this deponent; the refult of which was, to return to Sooloo, which was done accordingly; and, after getting what fmall affiftance that place could afford, towards refitting the faid fhip, and fhe ftill remaining very leaky, another confultation was held, in Sooloo roads, on the twenty-fourth day of the faid month of February, and it was determined to proceed to Batavia; in purfuance of which, on the twelfth day of March following, the faid Captain Dodwell put to fea for that purpofe, and ftopt at Paffier on the twenty-fecond day of the faid month of March, provided wood and water, and, on the ninth of April following, put to fea, and endeavoured to weather the fouth end of Borneo; which, with great difficulty, was done; and, on the twenty-third of the faid month of April, came to an anchor off Tomborneo, and continued there till the tenth day of May following, and then proceeded to Batavia, where the faid fhip arrived the twenty-fixth day of the faid month of May; and, during her ftay there, the time was chiefly taken up in repairing her; but as it was very difficult to obtain water there, the faid Captain Dodwell determined to proceed to Princes Ifland, and on the faid Captain Dodwell, Capt. Des Plans, Mr. Burnet of Batavia, and this deponent's going on board for that purpofe, on the twenty-fecond day of Auguft, Mr. John Marr, whom Captain Dodwell received on board, at Batavia, as fecond mate, in the prefence of this deponent, the faid Mr. Burnet, and Captain Des Plans, complained to Captain Dodwell, that the Seapoys, when they went on board, were inclined to be mutinous, perfifting in carrying jars, and all manner of dirt and filth between decks; which he endeavouring to prevent, one of them took a billet of wood, threatening to throw it at him; upon which he was under the neceffity of going to the cabin

cabin, and bring out a piſtol to terrify him; threatening, if they would not deſiſt, he would immediately make a ſignal of diſtreſs to the Dutch ſhips, and have them ſecured, and puniſhed for mutiny, or to that effect;—that the ſaid Captain Dodwell proceeded with the ſaid ſhip to Princes Iſland, where he arrived the twenty-ninth day of Auguſt; and, during her ſtay there, Mahomad Uſab, ſubadar, in a mutinous manner, on the ſecond day of September following, got the Seapoys under arms, forced Captain Dodwell (who was then on the quarter-deck) into his cabin, and cloſely confined him there; robbed the cabin, and took full poſſeſſion of the ſhip; placing two centinels, with bayonets fixt, before the cabin door, and one centinel in the ſtern gallery, with a drawn ſcymetar; and, for ſome time, refuſed him, this deponent, admittance to ſpeak to the ſaid Captain Dodwell, or even to go to the ſtern gallery:—that, the next morning, the mutineers, or part of them, ſeized the long boat, forced into her a Laſcar, and took her on ſhore; and, in the afternoon of the ſame day, Captain Des Plans came on board, and ordered him, this deponent, to take the command of the ſhip, without aſſigning any reaſon for it, or telling him where he wanted him to carry her to: but, on this deponent refuſing ſo to do, the ſaid Captain Des Plans returned on ſhore again. The mutineers, or part of them, were conſtantly armed:—that, the next night, the long boat returned, bringing with her Captain Des Plans, the ſaid Mr. Marr, and a party of Seapoys, and they drew up in two ranks, upon the larboard ſide of the quarter-deck, armed; and, to the beſt of this deponent's recollection, with bayonets fixt. Mr. Marr, coming into the ſhip, ſaid, "I am Captain of this ſhip: he's a dead man:" (meaning, as this deponent verily believes, that the ſaid Captain Dodwell was a dead man): and this deponent deſired to know whom he meant; and he replied, "Aſk no queſtions: if you have any regard for yourſelf, go forward." But on this deponent's requeſting leave to ſtay to receive Captain Des Plans, he, this deponent, obtained it; Mr. Marr, having firſt aſked Captain Des Plans's conſent: and when the ſaid Captain Des Plans came on board, he,

 this

this deponent, aſked him the occaſion of the people's being drawn up, and under arms; and told him, he feared ſome bad deſign was going forward. He replied, "There is no harm meant to you; (meaning this deponent) make yourſelf eaſy." This deponent replied, "I know you intend me none, but I fear Mr. Marr may." Upon which this deponent and Captain Des Plans embraced each other; when the former burſt into tears:—that this deponent found, the ſaid Captain Des Plans had got one or more piſtols on each ſide, under a cloak which he had on. Mr. Marr coming up to Captain Des Plans, told him, there was no time to be loſt: making uſe of the words, "Let us do the buſineſs," (or to that effect): after which the ſaid Captain Des Plans, and Mr. Marr, went on the quarter-deck, towards the cabin door, and this deponent went forward:—that the gunner and quarter-maſter coming up about that time, were ordered forward, (all, or moſt of the ſhip's company being forward before):—that, by a Seapoy's information to this deponent, Captain Des Plans was the perſon agreed on, to carry their deſign into execution; which was, as the ſaid Seapoy informed this deponent, to murder Captain Dodwell when in his cot: he alſo informed this deponent, that the ſaid Mahomed Uſab told the ſaid Captain Des Plans, that it was cowardice to murder him, as he was their priſoner, and likewiſe under their hands, to do as they pleaſed with him: that he might be brought upon the quarter-deck, to ſay or conſider of any thing, before his death; or to that effect:—that the ſaid Captain Des Plans and Mr. Marr went forward, and conſulted, or talked together for ſome time; and Mr. Marr upbraided Captain Des Plans with cowardice, in not going through with what he had undertaken —that Mr. Marr left him, and went into the long-boat, taking with him a box and other things:—that, ſoon afterwards, Captain Des Plans followed him in tears, with the party they brought along with them:—that, after Captain Des Plans had got aſhore, he wrote to this deponent, requeſting him to go on ſhore; to which this deponent returned for anſwer, he could not do ſo:—that, the day following, the ſaid Captain Des Plans

went on board the ſaid ſhip again, and ſtill continued to requeſt this deponent to take the command of the ſaid ſhip; and deſired to know, what harm it would do him ſo to do: and this deponent begged to know, why he ſhould be ſo deſirous of taking away his life. Captain Des Plans replied, "How do you mean?" This deponent returned for anſwer, if he complied with his requeſt the civil law would hang him; and, if he did not, that his life was at his, the ſaid Captain Des Plans's, mercy: and that, if the ſhip's company obeyed his orders (meaning Captain Des Plans), they likewiſe would ſuffer:—that he, this deponent, repeated the ſame to the ſhip's company:—that this deponent, by the particular deſire of the ſaid Captain Des Plans, went to Captain Dodwell, who was confined in his cabin, with a letter from Captain Des Plans, and a meſſage deſiring Captain Dodwell to pilot the ſaid ſhip to Bencoolen; and Captain Dodwell deſired this deponent to tell him, that, if he would take the centinels from him, he would take charge of the ſhip, as pilot:—that then the centinels were taken off, and Captain Dodwell releaſed. But, before Captain Dodwell could obtain permiſſion to weigh, they obliged him to ſign a paper, that he would go no where elſe but to Bencoolen; or to that effect: and the ſaid Captain Dodwell departed with the ſaid ſhip, from Princes Iſland, for Bencoolen, on the fifth day of the ſaid month of September:—that, upon the paſſage there, Capt. Des Plans complained of not having room enough, between decks, for the people: and he, this deponent, offered ſeveral times to put the people's cheſts, or any lumber, into the hold; which Captain Des Plans refuſed to permit him to do; declaring, it ſhould not be cleaned until their arrival at Bencoolen:—that, upon the paſſage, the ſail being ſplit, and having occaſion to bend a new one, he, this deponent, attempting to get another, Captain Des Plans aſked him, if he had not already ordered nothing ſhould be done without firſt acquainting him; and this deponent ſaith, he imagines the veſſel, on leaving Batavia, would have been too crank, or top-heavy, if ſhe had drawn leſs water; her draught, at that time, being only thirteen feet forward, and thir-

teen feet abaft: and further this deponent ſaith, that there was ſufficient room in the hold, to ſtow every thing away that was between decks, and more, if there had been occaſion: and this deponent ſaith, that, from the time of leaving Sooloo, to the veſſel's arriving at Prince's Iſland, he never heard any complaint made to Captain Dodwell by the Seapoys, for the want of rice; nor doth he think they had occaſion to complain: but that, a ſhort time after their leaving Sooloo, Captain Des Plans thinking their allowance too great, reduced it himſelf, after having applied to Captain Dodwell, in this deponent's hearing, for that purpoſe: and the deponent further ſaith, that Captain Dodwell uſed his endeavours, to make every thing as agreeable and commodious to the Seapoys as he could; and he, this deponent, cannot think the Seapoys could have any juſt cauſe of complaint: nor does this deponent believe, that the ſaid Captain Des Plans, and Mr. Marr, or either of them, had any juſt cauſe or reaſon whatſoever for behaving in the manner before-mentioned, on account of the ſaid Captain Dodwell's behaviour, either with regard to the ſaid ſhip, or themſelves, or on any other account.

WILLIAM GODFREY.

Sworn at Fort St. George, this 21ſt day of June, in the year of our Lord one thouſand ſeven hundred and ſixty-ſeven, before me,

ANTHONY SADLEIR, Mayor.

Letters from CAPTAIN DODWELL to the COURT of DIRECTORS, and their Anſwers.

To the Honourable Court of Directors of the United Company of Merchants of England trading to the Eaſt-Indies.

Gentlemen,

SOON after your reſolution of the 21ſt of October 1774, in reſpect to my demands on the Eaſt India Company, my affairs required me to make a viſit

viſit to my father and his family in Ireland, where, not having been ſince my firſt going into the navy, I was neceſſarily detained till laſt April. But immediately on my return to England, I conſulted ſome friends, in whoſe opinion I have a great confidence, on the propriety of taking further meaſures with the Company; and, notwithſtanding the ill ſucceſs, which has hitherto attended my applications, ſo favourable was their idea of my caſe, that I was adviſed to make another effort for procuring juſtice. The reſult of this advice was the bill, which I have lately filed in Chancery againſt the Company. Leſt however this adverſe ſtep ſhould be miſconſtrued, I beg leave to explain the views and expectations, by which I have been influenced to adopt it.

Notwithſtanding a conſciouſneſs of the rectitude of my conduct towards the Company, and of having performed my engagements with them in the moſt exact and honourable manner, ſo far as the piratical violence uſed towards me by Captain Des Plans and his confederates would permit; notwithſtanding a conviction, not only, that I have not wilfully made any improper charge in my account current, but that a recompence ought to be made to me by the Company for the great injuries, which I have ſuſtained from their ſervants abroad; I ſay, that, notwithſtanding theſe feelings of my integrity, and this perſuaſion of the juſtice of my demands, yet I am far from flattering myſelf with ſanguine hopes of procuring a full compenſation from the Company in an adverſe way. I am aware of the very great diſadvantages, under which an individual muſt conteſt with a great trading Company ſo diſtinguiſhed both for wealth and power. I forſee too, how difficult it muſt be to eſtabliſh the pureſt claim in a court of juſtice, when the facts, on which it depends, have happened in a diſtant country: and even, though it ſhould be practicable to collect all the neceſſary evidence, how expenſive and tedious the proceedings would neceſſarily be. Theſe conſiderations would not leave great room for hopes of an effectual remedy in a court of juſtice to a perſon of any deſcription, however important his ſituation, opulent his for-

tune,

tune, or extenſive his connections. Much leſs can ſuch expectations be indulged by one, whoſe fortune is ſo greatly exhauſted, as mine is, by a ſeries of misfortunes and oppreſſions, and whoſe pretenſions in other reſpects are ſo inconſiderable. In truth my chief hopes of redreſs are of another kind. They ariſe from the opinion, which, in ſpite of the ill ſucceſs of my former applications, I ſtill have, that the great public body, againſt which I have been forced to commence a proceeding in Chancery, will finally do me ſome juſtice of their own accord. To give them the opportunity of ſo doing, was one great object I had in view, when I filed my bill; nor would this adverſe ſtep have been taken, if I had ſeen any other way of inducing the Company to reconſider my caſe.

My claims on the Company being thus once more brought before you, I beg leave to ſubmit to your conſideration a propoſal for an amicable ſettlement of them; one, which, if they are wholly ill founded, will expoſe them to deciſive condemnation, and, at all events, will reduce my demand to a ſum of little importance to the Company, though very material to me.

The claims, I have made, conſiſt of the ballance due on my account current to the Company, and of damages for the injuries done to me by their ſervants.

In reſpect to my account current, the articles annexed to the printed narrative of my caſe ſtill appear to me proper, with an exception only of part of the article for Captain's privilege. This charge, as I am adviſed by a friend of the law, who has ſcrutinized the whole of my affair, ſhould have been confined to the diſcharge of the ſhip at Bencoolen, inſtead of being carried to the arrival of the Seapoys at Madraſs; the charge for the latter time being rather of the nature of damages: and therefore I deſire, that a proportionable deduction may be made from this article of the account current. Nor do I aſk that the other articles ſhould be acquieſced in without a ſevere examination. On the contrary, though I know myſelf to be incapable of ſo diſhonourable a conduct, as intentionally to exceed the due charge, yet, not being over-confident in my own judgment, I ſhall not deem it a reflection on my-

ſelf

ſelf to abate from or waive any article, which, on hearing the objections to it, or on a further conſideration, I ſhall find the leaſt reaſon to think exceptionable. In order to give the beſt proof the ſincerity of this declaration, I now propoſe that you ſhould direct your Solicitor to ſtate the whole of my caſe to the Attorney-General, and whether his deciſion ſhall be for or againſt me, I will abide by it, and will previouſly enter into any engagement for that purpoſe, without expecting that the deciſion ſhould be binding on the Company, unleſs you on their part ſhall afterwards voluntarily think proper to make it ſo; the only terms, I wiſh to ſtipulate for myſelf, being a liberty to ſee the caſe before it goes to the Attorney-General, and to ſubmit to him through your Solicitor ſuch obſervations and papers, as I may conceive to be neceſſary for my own juſtification. Should the Attorney-General, upon being applied to, decline the ſettlement of this affair, I am ready on the like terms to ſubmit to the award of the Solicitor-General or any other indifferent gentleman of the bar you ſhall think fit to name; and whatever fees of counſel may be thought proper, which on a ſubject ſo dependent on a multiplicity of papers, muſt of courſe be very conſiderable, I am ready to pay my ſhare of, or, ſhould it be required, the whole.

As to the damages, I have been told, that the largeneſs of the ſum at the bottom of my account current, created great prejudice againſt me, when my affair was heretofore under your conſideration. But I apprehend, that this prejudice aroſe from a miſconception of the nature of my ſtatement of the damages. I did not name a ſum, ſuch as the ſtrict rules of a court of juſtice would allow me, or one, which I meant abſolutely to inſiſt upon from the Company. What I intended to give, was a probable eſtimate of the fortune, which I might have made before my return from the Eaſt Indies, if Des Plans's act of piracy, together with the ſubſequent proceedings of the two Boards of Bencoolen and Madraſs, had not diſappointed me. In this point of view, I took into conſideration, not only the immediate injury, but all the conſequences. Such being my own idea, of the damages; and being informed, that under-

rating them might in cafe of my being forced to refort to a law fuit be very prejudicial, the impropriety of the fum did not ftrike me. But the letter, which accompanied my narrative, plainly intimated, that a recompence computed on a much narrower fcale would fatisfy me ; for that letter only expreffes an expectation of *fome* compenfation for my great loffes. However, in order to put an end to all difficulties about damages, and, that by waving one part of my claim, I may give myfelf every chance of fecuring the other, I now declare that if it fhould be thought proper to fettle my account current by a reference, fuch as I have propofed, I fhall be ready to give the Company a difcharge in full of my legal demands of every kind, and will rely wholly on the honour of the Company as to any fum for damages the Attorney-General, or other gentleman to whofe opinion the affair fhall be referred, may think proper to recommend.

With thefe conceffions and explanations, I leave my cafe for your laft determination ; and, as on the one hand I do not make a propofal of accommodation from any want of confidence in the juftice of my cafe, fo on the other, I truft you will receive the propofal with the fame candid attention, and give me the fame favourable anfwer, as if I was capable of contefting with the Company on the moft equal terms, and of enforcing my demands with the utmoft facility.

Gentlemen, I have the honor to be,

with great refpect

Inner Temple, Jan. 18, 1777.

Your moft obedient, and moft humble Servant

GEORGE DODWELL.

To GEORGE DODWELL, Efq.

SIR,

THE Court of Directors of the Eaft India Company having this day taken into confideration the contents of your letter to them dated the 18th inftant, and particularly the propofal therein made that the Company's

Company's Solicitor do ſtate your caſe for the conſideration of the Attorney-General, and by his deciſion thereon, be it as it may, you are willing to oblige yourſelf to abide, I am thereupon commanded by the Court to acquaint you, that as they have already with the aſſiſtance of the Company's law-officers, given the minuteſt diſcuſſion to your pretenſions, they have agreed that your propoſal cannot be complied with.

I am,

Eaſt India Houſe, the 22d of January, 1777.

Sir,
Your moſt obedient
Humble Servant

P. MICHELL, Secretary.

To the Honourable Court of Directors of the Eaſt India Company.

GENTLEMEN,

THE propoſal I made, for referring my claims to the Attorney-General, or ſhould he decline it, to the Solicitor-General or any other diſintereſted Gentleman of the bar, appears to me ſo unexceptionable, that I cannot conceal my aſtoniſhment at the negative you have thought proper to put upon it. I obſerve, that in your reſolution for this purpoſe, you found yourſelves on having already, with the aſſiſtance of the Company's law officers, given the minuteſt diſcuſſion to my pretenſions; from which, it ſeems as if my caſe had been already ſtated to the Counſel for the Company, and he had given an opinion upon it. How the fact is, may be very material for my information; and therefore I requeſt, that you will pleaſe to direct your Secretary to inform me, whether any caſe has ever been ſtated; and if ſo, whether it was ſtated before, or ſince the filing of my bill againſt the Company; and alſo to permit Meſſrs. Chamberlayne and White, my Sollicitors, to ſee and take copies, both of the caſe and the opinion upon it.

Gentlemen,

Inner Temple, 19th Febuary, 1777.

I have the honor to be,
Your moſt obedient Servant

GEORGE DODWELL.

To

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To GEORGE DODWELL, Efq.

SIR,

THE Court of Directors of the Eaft India Company having confidered the requeft in your letter to them of the 19th inftant, that you might be informed whether your cafe has ever been ftated to the Company's Counfel, and if fo, whether it was ftated before or fince the filing of your bill againft the Company, and alfo that Meffrs. Chamberlayne and White your Solicitors, might be permitted to fee and take copies, both of the cafe and the opinion upon it, I have the commands of the Court to acquaint you that your faid requeft cannot be complied with.

I am,

Eaft India Houfe, 27th
of February, 1777.

Sir,
Your moft obedient Servant

P. MICHELL, Secretary.

THE END.